A. Becker

Flatland Hosting Company will set guidelines and requirements for use of Flatland Hosting services.

Flatland Hosting Company

Guidelines & Agreements

Principles, Guidelines, and Requirements of Internet Services

# Introduction

This document sets forth the principles, guidelines, and requirements of the Internet service terms and conditions of Flatland Hosting (“Guidelines”), governing your use of Flatland Hosting’s services. These Guidelines have been created to promote the integrity, security, reliability and privacy of Flatland Hosting's facilities, network, and your data contained within. Flatland Hosting retains the right to modify these Guidelines at any time and any such modification shall be automatically effective as to all customers when adopted by Flatland Hosting and published at [www.flatlandhostingcompany.com/terms](http://www.flatlandhostingcompany.com/terms). These Guidelines supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Flatland Hosting shall be the sole and final arbiter as the interpretation of the following. By utilizing Flatland Hosting’s services, you agree to be bound by the terms herein outlined.

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Questions or comments regarding this document should be forwarded to Flatland Hosting at: [info@flatlandhostingcompany.com](mailto:info@flatlandhostingcompany.com).

# Account Information

You agree to notify Flatland Hosting of any changes in account contact information, such as your address or telephone number. We may list your contact information in relevant directories.

If we do not receive payment when due, your account may be terminated. Termination of your account does not remove your responsibility under this agreement to pay all fees incurred up to the date the account was canceled, including any collection fees incurred by Flatland Hosting.

Flatland Hosting reserves the right to cancel this service and reimburse you with any unused fees where appropriate on a pro-rata basis.

You may cancel your account at any time upon prior written notice to us. You will still be responsible for any fees incurred up to the date of termination of the service. We will reimburse you for any unused fees where appropriate on a pro-rata basis.

# Indemnification/Warranties

You agree to indemnify and hold Flatland Hosting harmless from any lawsuit, claim, charge, or expense, including reasonable attorney fees and costs of defense, for any matter arising from or relating to your Web site provided hereunder.

Nothing contained herein shall be deemed to create a relationship between you and Flatland Hosting in the nature of a partnership, joint venture, editor/publisher or otherwise. Both parties acknowledge and agree that Flatland Hosting has no interaction with the data or substance of your Web site, except for service that Flatland Hosting may be contracted to do on your behalf.

Flatland Hosting makes no warranties of any kind, whether expressed or implied, including any implied warranty or merchantability of fitness of this service for a particular purpose. Flatland Hosting takes no responsibility for any damages suffered by you including, but not limited to, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by Flatland Hosting negligence or your errors and/or omissions.

Use of any information obtained via our server is at your own risk. Flatland Hosting specifically denies any responsibility for the accuracy or quality of information obtained from our server.

Flatland Hosting provides only Web server space and e-mail addresses. Flatland Hosting does not provide Internet access as part of its services. If you use another organization’s networks or computing resources, you are subject to their respective permission and usage policies.

# Prohibited Uses of Services and Products

Flatland Hosting’s services may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secrets. You agree to indemnify and hold harmless Flatland Hosting from any claims resulting from your use of this service which damages you or another party. At our discretion, we may revoke your Web space for inappropriate usage. Web server space and e-mail accounts may not be resold.

Some of the information available on our system is covered by copyright. Unless you have permission from the copyright holder, you are not allowed to redistribute this information to others, including use of this information for radio, television or printed media, such as newspapers, magazines or newsletters.

In addition to the other requirements of these Guidelines, you may only use this service in a manner that, in Flatland Hosting’s sole judgment, is consistent with the purposes of this service. If you are unsure of whether any contemplated use or action is permitted, please contact Flatland Hosting. By way of example, and not limitation, uses described below of this service are expressly prohibited.

## General

* Sending any unsolicited commercial email that does not comply with all federal guidelines and regulations is prohibited.
* Pornography and pornographic related merchandising are prohibited under Flatland Hosting's services. This includes sites that include links to pornographic content elsewhere. Further examples of unacceptable content or links include pirated software, hacker programs, game rooms, or any kind of illegal. In addition, sites offering online gambling, casino functionality, sports betting (including offshore), and Internet lotteries are prohibited.
* Violations of the rights of any person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that you are not appropriately licensed to use.

## System and Network

* Introduction of malicious programs into Flatland Hosting's network or server (e.g., viruses and worms).
* Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information.
* Executing any form of network monitoring which will intercept data not intended for your server.
* Circumventing user authentication or security of any host, network or account.
* Interfering with or denying service to any user other than your host (for example, denial of service attack).
* Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.
* Creating an "active" full time connection on a Flatland Hosting-provided account by using artificial means involving software, programming or any other method.
* Any attempt to circumvent or alter monitoring, bandwidth tracking or utilization reporting, or other actions which have the effect of complicating the normal operational procedures of Flatland Hosting, including but not limited to altering, removing or in any way modifying or tampering with Flatland Hosting-created log files.
* Any action which Flatland Hosting determines, in its own judgment, will reflect poorly on Flatland Hosting or negatively impact its operations.
* Any action which Flatland Hosting deems to be an unacceptable use of resources, business practice or otherwise unacceptable to Flatland Hosting.

## Billing

* Furnishing false or incorrect data, including fraudulent use of credit card numbers.
* Attempting to circumvent or alter the processes of any billing procedures or procedures to measure time, bandwidth utilization, or other methods to document "use" of Flatland Hosting’s services.

# Bandwidth and Utilization

In addition to the other terms of this agreement, which apply to all plans, bandwidth and utilization, by its nature, is subject to a number of differing and/or additional terms. Flatland Hosting provides the space and transfer limitations in good faith to our customers so that they may create their Web sites without the fear of running over their Web traffic allocation. While most customers will use the space and traffic for their legitimate Web site needs, we recognize that others may try to take advantage of our offer and use the space and traffic in ways for which it is not intended. In the best interests of our customers and in an effort to maintain the integrity of our service, the following common sense rules will apply:

* Your site must use and store only the information and data that relates to the Web site, at the IP address provided by Flatland Hosting.
* You may not use Flatland Hosting’s Web site to store Web pages, files or data for other IP addresses or domain names, nor may you use your Web site as a repository for file, data or "Warez group" download transfers. Flatland Hosting reserves the right to make this determination, in its sole and absolute discretion.
* Flatland Hosting's "traffic” and “storage" offer is to provide you with storage space and bandwidth for active Web pages and cannot be used as a "storage space" for electronic files. Examples of sites that fall under "electronic storage" are large archives of images, compressed files, movies, or sound files. Flatland Hosting permits up to 100 megabytes of archive storage, e.g. avi or wav files, images, compressed files, shareware, games, or programs. All HTML pages MUST be linked to files (HTML, .jpg, .gif, etc.) stored on Flatland Hosting's server and vice versa.
* The storage and distribution of MP3 format files via the Flatland Hosting network is prohibited.

The monthly data transfer maximum is 5 gigabytes per month. Flatland Hosting reserves the right to bill you automatically for transfer utilization in excess of the monthly data transfer maximum.

The mailbox size maximum is 15 megabytes. Flatland Hosting calculates utilization by domain name rather than by email user. Flatland Hosting reserves the right to block incoming email messages, by domain, to customers currently at the mailbox size maximum.

Flatland Hosting may take whatever steps necessary to provide its services, and to provide for the enjoyment of such services by all Flatland Hosting clients, and to ensure that certain clients do not utilize services to the detriment of other clients. Customers with Web sites that do not comply with these rules, or who seek to take advantage of Flatland Hosting services in any other way, will, at the discretion of Flatland Hosting, have their sites canceled and/or removed from the servers and have service charges assessed at the discretion of Flatland Hosting.

# Security/Software

You agree to take all steps reasonable, necessary, and prudent to protect your login ID and password.

You agree not to attempt to undermine or cause harm to any server, software, system or customer of Flatland Hosting.

You agree to maintain your computing equipment responsibly, including running virus software.

Uploading a virus to a Flatland Hosting server will result in account termination, service charges and/or prosecution.

# Violation

Any attempt to undermine or cause harm to Flatland Hosting’s server or another customer's Web presence is strictly prohibited. Any violation of the above Guidelines will result in grounds for account termination, with no refunds given; Flatland Hosting reserves the right to remove any account without prior notice. Violation of these Guidelines may result in legal action, service charges, or a combination thereof.

# Confidentiality

You acknowledges that by reason of our relationship, both you and Flatland Hosting may have access to certain products, information and materials relating to the other party’s business, which may include business plans, customers, software technology, and marketing plans that are confidential and of substantial value to either party, respectively, and which value would be impaired if such information were disclosed to third parties. Consequently, both you and Flatland Hosting agree that it will not use in any way for its own account or for the account of any third party, nor disclose to any third part, any such information revealed to it by either party, as the case may be.

# Refusal of Service

Flatland Hosting reserves the right to refuse or cancel service in its sole discretion with no refunds.

If any of these Guidelines are failed to be followed, it will result in grounds for immediate account deactivation.

You and Flatland Hosting further agree that each will take every appropriate precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by either party of any such confidential information in its possession, and all confidential documents shall be returned to the rightful owner, or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, either party shall be entitled to injunctive relief, which relief will not be contested by you or Flatland Hosting.